# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Form 210A

By:

Transferee/Transferee's Agent

# **United States Bankruptcy Court**

### SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

# TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P. of the transfer, other than for security, of the claim referenced in this evidence and notice.

**BANCA FIDEURAM Spa** ILLIQUIDX LLP Name of Transferor Name of Transferee Name and Address where notices to transferee should be Court Claim # (if known): 51229 Total Claim Amount: \$258,266,052.60 sent: Amount of Claim as Filed with respect to ISIN ILLIQUIDX LLP XS0200284247: \$67,780.43 Allowed Amount of Claim with respect to ISIN 80 Fleet Street XS0200284247: \$ 65,733.47 London EC4Y 1EL UNITED KINGDOM Date Claim Filed: 28/10/2009 Attn.: Mr Celestino Amore Email: amore@illiquidx.com **BANCA FIDEURAM SPA** Phone: +44 207 832 0181 Piazzale Giulio Douhet, 31 Last Four Digits of Acct #: N/A 00143 Roma, **ITALY** Name and Address where transferee payments should be sent (if different from above): \*\*PLEASE SEE ATTACHED EXHIBITS\*\* Bank: CITIBANK NA. NEW YORK SWIFT: CITIUS33XXX ABA Number: 021000089 A/C No. 36163143 I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief, Date: 19 TAN 2015

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18 U.S C. §1152 & 3571.

08-13555-mg Doc 47925 Filed 01/19/15 Entered 01/19/15 09:16:05 Main Document Pg 2 of 10

# EVIDENCE OF TRANSFER OF CLAIM

# TRANSFER AGREEMENT

Form 210B (12/09)

# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

# NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 51229 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 12 1 1 2015.

BANCA FIDEURAM SPA	ILLIQUIDX LLP				
Name of Alleged Transferor	Name of Transferee				
Address of Alleged Transferor:	Address of Transferee:				
BANCA FIDEURAM SpA	ILLIQUIDX LLP				
Piazzale Giulio Douhet, 31 00143 Roma, ITALY	80 Fleet Street London EC4Y 1EL UK				
~DEADLINE TO OBJECT TO TRANSFER~  The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.					
Date:	ERK OF THE COURT				

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

# TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BANCA FIDEURAM Spa ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to ILLIQUIDX LLP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 51229 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $16^{\rm th}$  day of January 2015.

BANCA FIDEURAM S.P.A.

Name: Emanuele Castro Title: Legal Department

Piazzale G. Douhet 31, Roma 00143, Italy

Attn: Emanuele Castro phone 00390659027565 fax 00390659027211

mail dir-legale@bancafideuram.it

ILLIQUIDX LLP

By: Place I P. Calina
Name: Celestino Amore
Title: Managing Partner

Habatchlea

80 Fleet Street London EC4Y IEL UNITED KINGDOM

phone: 0044 207 832 0181 mail amore@ilfiquidx.com

USD \$ 65,733.47

(equivalent to USD 4,100.93) EUR 2,897.98

(equivalent to USD 63,679.50) EUR 45,000.00

Brothers Holdings Inc. Lehman

Lehman Brothers Treasury BV

XS0200284247

125,000,000 European Inflation Linked Notes

Issue of EUR

U.S.\$25,000,000,000 EMTN Program

under the

22/09/2014

# Transferred Claims

Lehman Programs Securities to which Transfer Relates

Purchased Claim

0.855676% of XS0200284 filed on 10/28/2009)	247 = USD  67,780	.43 of USD	7,921,272.35 (i.e.	the outstanding amount	of XS0200284	0.855676% of XS0200284247 = USD 67,780.43 of USD 7,921,272.35 (i.e. the outstanding amount of XS0200284247 as described in the Proof of Claim dated 10/26/2009 and filed on 10/28/2009)	Claim dated 10/26/2009 and	
Description of Security ISIN/CUSIP	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Maturity		Accrued Amount (as of Allowed Amount of Claim	Allowed Amount of Claim	
				Amount		Proof of Claim Filing Date) Transferred to Purchaser	Transferred to Purchaser	

BANCA FIDEURAMS.P.A.





Lehman Brother	TOTAL CONTRACTOR STORY			CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brother Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed Le	USBC - Southern District of New York Phrman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000051229
based on Leh	rm may not be used t man Programs Secur chman-docket.com as	o file claims other than those ities as listed on of July 17, 2009		3.0001225
Creditor) Banca Fide Piazzale G	euram S.p.a. iulio Douhet, 31	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)
Telephone numb	+390659022188 eer: En	dir-legale@fide	uram.it	Filed on:
Name and addre	ss where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numb	er: En	nail Address:	T.	SEE DOCUMENTS ATTACHE
and whether such dollars, using the you may attach a Amount of Clair Check this.  2. Provide the this claim with re which this claim with re which this claim.  International Security of the Claim your account of the Claim your	ties as of September 15, 2 he claim matured or became exchange rate as applical a schedule with the claim state of the september of the septem	008, whether you owned the Lehman e fixed or liquidated before or after Seble on September 15, 2008. If you are unounts for each Lehman Programs S. 60 (Required) PL includes interest or other charges in a lentification Number (ISIN) for each I shman Programs Security, you may at PL umber (ISIN):  Number, a Euroclear Bank Electronic for each Lehman Programs Security for each Leh	Programs Securities on Septen reptember 15, 2008. The claim in the claim is the claim with respect to ecurity to which this claim related addition to the principal amount than a schedule with the ISINS.  LEASE SEE THE AT (Required)  Reference Number, or other down which you are filing a claim. Unities on your behalf). If you	ITACHED ANNEX at due on the Lehman Programs Securities. Which this claim relates. If you are filing for the Lehman Programs Securities to
Clearstream Ba	nk Blocking Number, Et	roclear Bank Electronic Instruction	n Reference Number and or o	other denositors blocking reference
number:	_ ,		EASE SEE THE AT	
-		(Required		THORES AN WEAR
you are ming mi	s ciann. I on must acquire	r entity that holds such securities on y	our behalf). Beneficial holders	r Lehman Programs Securities for which participant account number from your s should not provide their personal account account number 24355
Accountholders	Euroclear Bauk, Clearst	ream Bank or Other Depository Pa	rticipant Account Number:	
		(Required)		
consent to, and ar disclose your idea	e deemed to have authorize	nm Bank or Other Depository: By it red. Euroclear Bank. Clearstream Ban nan Programs Securities to the Debtor	k or other depository to	FILED / RECEIVED
Date. 10/26/2009	of the creditor or other ponumber if different from	filing this claim must sign it. Sign and erson authorized to file this claim and the notice address above. Attach topy Colafrancesco	state address and telephone	OCT 2 8 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC
		claim: Fine of up to \$500,000 or imp	risonment for up to 5 years or	
		PROGRAMME CONTRACTOR SATURATION OF THE SATURATIO	p to 2 years, or	10 010/01 33 102 dild 00/1